John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
John O. Bishay (SBN 358653)
john.bishay@wilshirelawfirm.com
Karen L. Wallace (SBN 272309)
karen.wallace@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ASHLEY GARCIA, BREWSTER PARSONS, MARIBEL MONTIEL, ULISES MERCADO MEJIA, and LUIS HERNANDEZ, individually, on behalf of all others similarly situated, and on behalf of the State of California and other aggrieved persons; and ESTHER MONTIEL and FELISA MONTIEL, individually, and on behalf of all others similarly situated,

Plaintiffs,

vs.

PER ANKH LIFE SKILLS, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 24STCV20588

[Assigned for all purposes to the Hon. William F. Highberger, Dept. 10]

PLAINTIFFS' RESPONSE TO GUADALUPE RAMIREZ'S OBJECTION TO PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

PRELIMINARY APPROVAL HEARING
Date: August 3, 2026
Time: 2:30 p.m.
Dept: 10

Complaint filed: August 15, 2025
FAC filed: March 19, 2026
Trial date: None set

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I. INTRODUCTION

Plaintiffs Ashley Garcia, Brewster Parsons, Maribel Montiel, Ulises Mercado Mejia, Esther Montiel, Luis Hernandez, and Felisa Montiel ("Plaintiffs") seek preliminary approval of a proposed $700,000.00 non-reversionary, Class Action and PAGA Settlement ("Settlement") with Defendant Per Ankh Life Skills, Inc. ("Defendant," collectively, the "Parties"), which Defendant does not oppose. The Settlement will provide substantial monetary payments to approximately 231 Class Members, and, as set forth in Plaintiffs' Motion for Preliminary Approval ("Motion"), satisfies all the criteria for approval under California law. The Settlement was reached after extensive investigation, discovery, and adversarial and at arm's length negotiations during a full-day mediation with experienced class action mediator Michael Mandel, Esq. ("Mediator"). *See* Declaration of Arrash Fattahi in support of the Motion, filed March 19, 2026. ("Fattahi Decl.") ¶ 9. The Motion is set for hearing on August 3, 2026.

On June 27, 2026, a self-identified Objector, Guadalupe Ramirez ("Ramirez"), filed her objections to the proposed Settlement, entitled Opposition to Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement (the "Objection"). For the reasons set forth below, the Objection is improper, and Ramirez's actual objections contained therein are premature and without merit.

II. SUMMARY OF RELEVANT FACTS AND PROCEDURAL HISTORY

This is a wage and hour class and representative action. Plaintiffs and putative class members ("Class Members") who worked as non-exempt, hourly-paid employees for Defendant Per Ankh Life Skills, Inc. ("Defendant") in the state of California at any time from February 19, 2020, to October 15, 2025 ("Class Period"). Supplemental Declaration of Arrash Fattahi ("Supp. Fattahi Decl.") ¶ 3. Plaintiffs allege that Defendant's payroll, timekeeping, and wage and hour policies and practices resulted in Labor Code violations. Plaintiffs allege specifically that Defendant failed to pay for all hours worked, failed to provide employees with legally compliant meal and rest periods, failed to pay all sick time, failed to provide COVID-19 supplemental paid sick leave, and failed to reimburse necessary business expenses. Based on these allegations, Plaintiffs assert related claims for failure to provide accurate itemized wage statements, failure to pay all final wages at termination, unfair business practices, and violation of the Private Attorneys General Act ("PAGA"), Lab. Code § 2699, *et seq*. *Id*. ¶ 4.

On June 19, 2024, Plaintiff Garcia timely submitted notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of Defendant's alleged violations of Labor Code §§ 201-203, 204, 226, 226.7, 246, 510, 1174.5, 1194, 1197, 1198, and 2802, LWDA Case No. LWDA-CM-1034921-24. Supp. Fattahi Decl. ¶ 5, Ex. 1. On June 20, 2024, Plaintiffs Parsons and Meija timely submitted notices to the LWDA and Defendant of the same alleged Labor Code violations, LWDA Case Nos. LWDA-CM-1035196-24 and LWDA-CM-1035220-24, respectively. *Id*. ¶ 6, Exs. 2-3.

On June 21, 2024, Plaintiff Hernandez timely submitted notice to the LWDA and Defendant of the same alleged Labor Code violations (LWDA Case No. LWDA-CM-1034921-24). *Id*. ¶ 7, Ex. 4.

On August 15, 2024, Plaintiff Garcia initiated the instant matter by filing a class action complaint in the above-captioned court alleging against Defendant the following causes of action: 1) failure to pay minimum and straight time wages; 2) failure to pay overtime wages; 3) failure to provide meal periods; 4) failure to authorize and permit rest periods; 5) failure to timely pay final wages at termination; 6) failure to provide accurate itemized wage statements; 7) failure to indemnify employees for expenditures; and 8) unfair business practices under the Unfair Competition Law ("UCL"), Bus. & Prof. Code § 17200, *et seq*. ("Class Action"). *Id*. ¶ 8.

Subsequently, on June 20, 2025, Plaintiff Maribel Montiel ("Plaintiff Maribel") timely submitted notice to the LWDA and Defendant of Defendant's alleged violations of Labor Code §§ 201-203, 204, 226, 226.7, 510, 1174, 1174.5, 1194, 1197, 1198, and 2802, LWDA Case No. LWDA-CM-1106653-25. *Id*. ¶ 9, Ex. 5. Plaintiffs' respective PAGA Notices are referred to collectively as the "PAGA Notices." *Id*. ¶ 10.

On August 25, 2025, pursuant to PAGA, Plaintiffs Parsons, Maribel, Mejia, and Garcia filed a representative action complaint in the Ventura Superior Court, entitled *Parsons, et al. v. Per Ankh Life Skills, Inc*., Case No. 2025CUOE049463 ("PAGA Action"). On March 25, 2026, the PAGA Action was dismissed. *Id*. ¶¶ 11, 16.

On March 19, 2026, Plaintiffs filed a First Amended Complaint ("FAC") in the Class Action, adding Plaintiffs Parsons, Maribel, Mejia, and Hernandez, Esther Montiel, and Felisa Montiel as named plaintiffs and proposed class representatives. The FAC also added causes of action for failure to pay all sick time, failure to provide COVID-19 Supplemental Sick Leave, and civil penalties under PAGA. The FAC is the operative complaint in the instant matter ("Operative Complaint"). *Id*. ¶¶ 12, 13. Pursuant to statute, the proposed "PAGA Period" runs from June 19, 2023, one year before the submission of first PAGA Notice, through October 15, 2025, the date of the Parties' mediation. *Id*. ¶ 14.

Also on March 19, 2026, Plaintiffs submitted a copy of the fully executed Class Action and PAGA Settlement Agreement and Class Notice to the LWDA. *Id*. ¶ 15, Ex. 6.

On July 27, 2026, Class Counsel submitted a copy of the fully executed First Amended Class Action and PAGA Settlement Agreement and Class Notice ("Agreement"). *Id*. ¶ 55, Ex. 10.

III. THE OBJECTION IS IMPROPER

Generally, a person who is not a party to any action may seek to intervene where said person "claims an interest relating to the property or transaction that is the subject of the action and that person is so situated that the disposition of the action may impair or impede that person's ability to protect that interest, unless that person's interest is adequately represented by one or more of the existing parties." Civ. Proc. Code § 387(d)(1)(B); *see also In re Ghio's Est*. (1910) 157 Cal. 552, 560, *aff'd sub nom. Rocca v. Thompson*, 223 U.S. 317 (1912) ("Intervene" means "[t]he admission, by leave of court, of a person not an original party to pending legal proceedings, by which such person becomes a party thereto for the protection of some right or interest alleged by him to be affected by such proceedings.") (internal quotations and citation omitted). "[I]ntervention will not be allowed when it would retard the principal suit, or require a reopening of the case for further evidence, or delay the trial of the action, or change the position of the original parties." *Sanders v. Pac. Gas & Elec. Co*. (1975) 53 Cal. App. 3d 661, 669 (citation omitted).

"Unnamed class members may become parties of record to class actions in one of two generally acceptable ways. First, they may file a timely complaint in intervention before final judgment that sets forth the grounds upon which the intervention rests. (§ 387.) If parties seek permissive intervention under section 387, subdivision (a), they must show they have an interest in the litigation. For intervention as a matter of right under section 387, subdivision (b), intervenors must show they are class members whose interests are not adequately represented by the existing parties." *Hernandez v. Restoration Hardware, Inc*. (2018) 4 Cal. 5th 260, 267 "In the context of a class settlement, objecting is the procedural equivalent of intervening," and "notice to class members must be structured to enable them to decide whether to intervene or object, opt out, or accept the settlement." *Wershba v. Apple Computer, Inc*. (2001) 91 Cal. App. 4th 224, 253, *disapproved of on other grounds by Hernandez*, 4 Cal. 5th 260 (internal quotations and citation omitted).

Defendant does not oppose the Motion. On June 27, 2026, Ramirez filed the Objection, styled as an Opposition to the Motion, though Ramirez is not a party to the action and has not sought leave of the Court to intervene. The Objection is thus improper and should be disregarded to the extent it purports to oppose the Motion. Should the Court be inclined to consider it as an opposition brief, Plaintiffs submit that the Objection is untimely, as the last day to file was June 16 (9 court days before the June 30, 2026 hearing). Civ. Proc. Code § 1005(b).

To the extent it is actually intended to present Ramirez's objections to the proposed Settlement, the Objection is premature.

IV. THE OBJECTION IS PREMATURE

As noted above, for purposes of a class action settlement, "objecting is the procedural equivalent of intervening." *Wershba*, 91 Cal. App. 4th at 253. Here, as required, Plaintiffs' proposed Class Notice sets forth the options to intervene or object, opt out, or accept the settlement, "albeit without using the term 'intervene.'" *Id*. The Class Notice also informs Class Members that if they may file written objections and/or appear at the hearing for final approval, including specifically that they may "obtain their own attorneys if they desired." *Id*.; *see* Supp. Fattahi Decl. ¶ 23, Ex. 8. The Class Notice also 1) sets forth in plain terms a statement of the case, the terms of the Settlement, the requests for attorneys' fees and costs and service payments, and an explanation of how the settlement allocations are calculated and 2) expressly informs Class Members that they cannot opt out of the PAGA portion of the proposed Settlement. Supp. Fattahi Decl. ¶ 24. Apex Class Action Administration ("Apex"), the proposed Administrator, will undertake its best efforts to ensure that the Class Notice is provided to the current addresses of class members, including conducting a national change of address search and re-mailing the notice to updated addresses, and Class Members will be notified by first-class mail of the settlement. *Id.* (Agreement § 7.4.2); *see generally* Fattahi Decl. ¶ 12; Declaration of Sean Hartranft.

Ramirez has clearly read and understood the Class Notice, as she refers to it repeatedly in the Objection and notes specifically the provisions that "[o]nly Participating Class Members may object to the class action components of the settlement," (Objection at 3:12:14), and "class members cannot opt out of the PAGA portions of the proposed settlement." *Id*. at 11:2-3.

The Court has yet to preliminarily approve the Settlement, appoint the Administrator, or set a hearing date for Final Approval. Accordingly, the Objection is premature. However, to the extent Ramirez identifies herself as a Participating Class Member, and the Court is inclined to consider them, her objections are without merit.

V. THE OBJECTION IS WITHOUT MERIT

For purposes of approving a settlement, the issue before the trial court is "not whether the settlement agreement was the best one that class members could have possibly obtained, but whether it is 'fair, adequate, and reasonable.'" *Chavez v. Netflix, Inc*. (2008) 162 Cal. App. 4th 43, 55 (quoting *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801). Furthermore, a presumption of fairness exists when: 1) the settlement is reached through arm's-length bargaining; 2) investigation is sufficient to allow counsel and the court to act intelligently; 3) counsel is experienced in similar litigation; and 4) the percentage of objectors is small. (*Dunk*, 48 Cal.App.4th at 1800.)

None of Ramirez's arguments overcomes the presumption of fairness that applies in this case, and the Objection should be overruled on all grounds.

A. The Operative Complaint Properly Alleges a PAGA Cause of Action

As noted above, Sec. II, *supra*, the record indicates that Plaintiffs' PAGA claim was initially asserted in the PAGA Action, on August 25, 2025, based on the PAGA Notices, the last of which was submitted on June 20, 2025, and related back to the initial submission on June 19, 2024. Following the Parties' successful mediation, in order to effectuate the Agreement, the PAGA Action was dismissed, and the PAGA cause of action was added to the Operative Complaint. *See* Sec. II, *supra*. Contrary to the Objection, the PAGA claim, which had been tested and meaningfully developed before mediation, was not added in a collusive manner in order to "extinguish Ramirez's action." Objection at 2:8-18; 5:1-3.

Ramirez shows no "post-settlement expansion of the pleadings" and offers no support for her contention that a PAGA cause of action was added to the Operative Complaint "as a condition to settlement approval." Objection at 1:17-18, 5:23-26. In fact, Ramirez was well aware of the PAGA Action, to which the Objection expressly refers. *Id*. at 9:22-26. Furthermore, Ramirez does not dispute that the Garcia PAGA Notice was submitted on June 19, 2024, or show that the subsequent PAGA Notices submitted by Plaintiffs did not arise from "the same general set of facts, involve the same injury, and refer to the same instrumentality as the original pleading." *Id*. at 5:26-6:2. Ramirez's conclusory assertion that the PAGA cause of action, *inter alia*, was added to the Operative Complaint after settlement "to unfairly extinguish [the *Ramirez* Action]" is thus utterly without merit. *Id*. at 2:9-18. Accordingly, the Objection should be overruled on this ground.

B. Settlement Negotiations were Adversarial and at Arm's-Length

As discussed above, all Plaintiffs participated in the litigation prior to mediation, either with respect to the Class Action or the PAGA Action. *See* Sec. II, *supra*. Following the initiation of both the Class Action and the PAGA Action, but before the October 15, 2025 mediation, the Parties exchanged documents and information. Fattahi Decl. ¶ 7. Defendant's informal production included relevant wage and hour policies and practices in effect during the class and PAGA periods, exemplar wage statements, Plaintiffs' personnel files, information regarding the total number of current and former employees, and total number of workweeks and pay periods during the relevant period, and an approximately 20% sampling of Class Members' timekeeping and pay records. *Id*.; *see also* Supp. Fattahi Decl. ¶¶ 17-19.

After reviewing all available documents, Class Counsel were able to evaluate the probability of class certification, success on the merits, and Defendant's maximum monetary exposure for all claims. Fattahi Decl. ¶ 8. Subsequently, on October 15, 2025, the Parties participated in the fully-day adversarial, arm's-length mediation with the Mediator. *Id*. ¶ 9. After extensive negotiation and discussion regarding the claims and defenses at issue, the Parties reached a settlement, the material terms of which are memorialized in the Agreement. *Id.* ¶ 10, Ex. 6; Supp. Fattahi Decl. ¶ 23, Ex. 8. Furthermore, because of the proposed Settlement, Class Members will receive timely, guaranteed relief and avoid the risk of an unfavorable judgment. Fattahi Decl. ¶ 24.

Ramirez conclusory assertions regarding alleged collusion are without merit, (Objection at 6:9-7:10), and the Objection should be overruled on this ground.

C. Adequacy/Typicality are Satisfied

Despite Ramirez's conclusory assertions, each Plaintiff participated in the litigation, participated in the mediation, and subjected him/herself to potentially substantial reputational and financial risk to assert claims on behalf of the putative Class and Aggrieved Employees. *See* Fattahi Decl. ¶¶ 29-33. Furthermore, Plaintiffs' work experience covers the breadth of claims alleged, such that each is adequate to serve as a Class Representative, and their claims are typical of the Class. Thus, as provided in the Agreement (§ 3.2.1), "Class Representative Service Payments to the Class Representatives of not more than $7,500.00 each ($52,500.00 total) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members)," which Defendant will not oppose. Supp. Fattahi Decl. ¶ 23(a). Ramirez offers no support for her contention that the Parties' agreement with respect to service awards, facilitated by the Mediator, is not warranted.

1. *Class Counsel's Exposure Analysis is Reasonable*

The evidentiary record is also sufficient to satisfy the *Dunk*/*Kullar* requirements. Class Counsel analyzed the relevant facts and legal contentions in this case, including documents and information produced by Defendant, evaluated Defendant's maximum exposure, taking into account the risk of not having the claims certified and the risk of not prevailing at trial, even if the claims are certified, and created a damages model to assess the realistic range of potential recovery for the Class. *Id*. ¶¶ 16-21. Based thereon, Class Counsel estimated that Plaintiffs' maximum recovery for the off-the-clock claim, sick pay claims, meal period violations, rest period violations, and failure to reimburse expenses is approximately $4.26 million, but, after factoring in the risk and uncertainty of prevailing at certification and trial, estimated that Plaintiffs' realistic estimated recovery for the non-penalty claims is approximately $571,219.81. *Id*. ¶ 22. Class Counsel estimated further that Defendant's realistic potential liability for derivative statutory and civil penalties is approximately $282,230.67, with $104,230.67 ($416,922.66 x 50% x 50%) for waiting time penalty claims, $143,000.00 ($572,000.00 x 50% x 50%) for wage statement penalty claims, and $35,000.00 for PAGA civil penalties. *Id*. ¶ 23.

In short, the $700,000.00 Gross Settlement Amount represents 82% of the estimated realistic maximum recovery of approximately $853,450.48 for all claims, including penalties, (700,000.00 / 853,450.48 = .82). After all agreed-upon deductions, the Net Settlement Amount to be distributed to approximately 231 Class Members is estimated to be $341,666.67, with each Participating Class Member, including Ramirez, eligible to receive an average Individual Class Payment of approximately $1,479.08. *Id*. ¶ 27. Considering the risk and uncertainty of prevailing at class certification and at trial, this is an excellent result for the Class. *Id*. ¶ 24.

Notwithstanding Ramirez's conclusory (and wrong) assertion that the PAGA claim is "newly added," (Objection at 8:22-25), Plaintiffs' claims are typical of Class Members' claims, and Plaintiffs and Class Counsel can adequately represent the Class (and the LWDA). Accordingly, the Objection should be overruled on this ground.

2. *Class Counsel's Valuation of Claims/Penalties is Reasonable*

According to Ramirez, the record shows "a heavily discounted valuation despite Plaintiff's own finding of a 98.7% meal-period violation rate, and disproportionate deductions from the gross settlement before payments to class members." Objection at 1:17-20. As discussed above, these conclusory assertions are at best misleading.

Class Counsel evaluated and assessed the value of the claims alleged weighed against the risks of further litigation, including the likelihood of certifying a class and prevailing on trial on the merits. With respect to the meal period claim specifically, Plaintiffs allege that Class Members' meal periods were either missed, untimely, or interrupted and that Defendant's meal period policy was deficient on its face. Plaintiffs' consultant analyzed Defendant's timekeeping records and confirmed, determining that approximately 98.7% of all meal periods for shifts over 5 hours were short, late, or missed. Fattahi Decl. ¶ 19. Defendant's potential maximum liability is thus an estimated $1,870,241.98 (99,888 shifts over 5 hours x $18.97 hourly rate x .987 violation rate). However, taking into account evidence of meal period waivers, Class Counsel discounted this figure by 40% with respect to certifying a meal period class and 30% with respect to prevailing at trial. It should also be noted that Defendant operates a facility that provides specialized services for adults with intellectual and/or development disability, and the 98.7% violation rate would be mitigated at least in part due to Wage Order 5's provisions regarding meal period waivers for healthcare workers who work over 8 hours in a day and those with direct responsibility for certain developmentally disabled individuals. IWC Wage Order No. 5 §§ 11(D), (E). Supp. Fattahi Decl. ¶ 20.

Class Counsel thus discounted the total based on a 40% chance of certification and a 30% chance of prevailing at trial on the merits, yielding a realistic damages estimate of approximately $224,429.04 ($1,870,241.98 x 40% x 30%). *Id*.

With respect to penalties, Class Counsel estimated that Defendant's total maximum exposure was approximately $1.5 million. Specifically, Class Counsel estimated $470,400.00 for civil penalties under PAGA by applying the $100 default for initial violations to all 4,704 PAGA pay periods. Weighed against Defendant's realistic exposure for the underlying claims is approximately $571,219.81, based on Defendant's defenses, the contested nature of Plaintiffs' claims, and the discretionary nature of penalties, Class Counsel discounted the maximum exposure for statutory penalties by 50% for certifying the claims and 50% for prevailing at trial. Class Counsel also discounted the maximum exposure for civil penalties to account for due process concerns and the Court's discretion, with an estimate realistic exposure of $35,000.00. Defendant's total realistic exposure for statutory and civil penalties was thus approximately $282,230.67 ($104,230.67 for waiting time penalties + $143,000 for wage statement penalties

+ $35,000 for PAGA penalties). Fattahi Decl. ¶ 23.

Ramirez offers no support for the conclusory assertion that Class Counsel's analysis is flawed or that the valuations are unreasonable. Ramirez also fails to show that the agreed-upon deductions from the Gross Settlement Amount represent "disproportionate benefits," (*Id*. at 9:7-10:19), and the Objection should be overruled on this ground.

D. No Evidence of Collusion

Courts presume the absence of fraud or collusion in the negotiation of a settlement, unless evidence to the contrary is offered; thus, there is a presumption here that the negotiations were conducted in good faith. *See, e.g*., Conte & Newberg, *Newberg on Class Actions* (3rd Ed.) § 11.51. Moreover, a settlement is not judged against what a plaintiff might recover had he or she prevailed at trial, nor does the settlement have to provide 100% of the damages sought to be fair and reasonable. *Wershba,* 91 Cal.App.4th at 246, 250.

As previously noted, settlement negotiations were adversarial and at arm's-length, facilitated by the Mediator. *See* Sec. V.B, *supra*. Furthermore, while Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to each cause of action. Fattahi Decl. ¶ 25. Nevertheless, Ramirez states, inaccurately, that "the parties agreed after settlement to add a PAGA cause of action, additional plaintiffs, and additional claims." Objection at 9:9-10. Ramirez's further observation, that the Settlement "also limits who may challenge its terms," (Objection at 9:17-21; 10:26-11:4), refers to statutory requirements, adhering to which cannot possibly be interpreted as "collusive."

Ramirez's further contentions regarding the PAGA cause of action and the Operative Complaint lack adequate support and fail to show that fairness should not be presumed; as Ramirez herself observes, "another PAGA plaintiff has no independent statutory right to intervene or object merely because he or she is pursuing a separate PAGA action." *Id*. at 10:13-16 (citing *Turrieta v. Lyft, Inc*. (2024) 16 Cal.5th 661 [sic]).

It is worth noting that in *Turrieta*, two former Lyft employees filed separate motions to intervene in Turrieta's action and submitted objections to the proposed settlement. Both motions were denied by the trial court. *Turrieta v. Lyft, Inc.* (2024) 16 Cal. 5th 664, 676. The California

Supreme Court subsequently rejected the movants' arguments on appeal, finding that "[movants'] position as PAGA plaintiffs in different PAGA actions does not create a direct interest in [the Turrieta action], in which they are not real parties in interest. [Their] interest in pursuing enforcement of PAGA claims on behalf of the state cannot supersede the same interest held by Turrieta in her own PAGA case. ... [They] have no personal interest in the PAGA claims and any individual rights they have would not be precluded under the PAGA settlement." *Id*. at 680 (internal quotations and citation omitted). The Court found further that the movants cannot "claim a pecuniary interest in the penalties at issue, as the civil penalties recovered on the state's behalf are intended to remediate present violations and deter future ones, not to redress employees' injuries." *Id*. (internal quotations and citation omitted).

Here, as in *Turrieta*, the LWDA has not filed an objection or opposition to the proposed Settlement. *See Id.* at 678. Under *Turrieta*, Ramirez lacks standing to oppose the instant motion in which she is not a real party in interest, and she cannot claim a pecuniary interest in the penalties at issue, her own PAGA action notwithstanding. Accordingly, the Objection should be overruled on this ground.

VI. CONCLUSION

The Parties have negotiated a Settlement that is fair, adequate, and reasonable in light of the risks of continued litigation. To the extent the Court is inclined to consider Ramirez a Participating Class Member with the right to object to approval, Plaintiffs respectfully request that the Court overrule the Objection on all grounds for the foregoing reasons.

Dated: July 27, 2026

WILSHIRE LAW FIRM, PLC

By: ______________________
John G. Yslas
Arrash T. Fattahi
John Bishay
Karen L. Wallace

Attorneys for Plaintiffs